

BILL NO. S-75-12-22

SPECIAL ORDINANCE NO. S-279-75

AN ORDINANCE approving an Agreement for the construction of a sanitary sewer in Log Cabin Park Addition

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT

WAYNE, INDIANA:

SECTION 1. That the Agreement dated November 20, 1975, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works and property owners in the Log Cabin Park Addition, for the construction of a sanitary sewer, described as follows:

Beginning at an existing sanitary sewer manhole located 9⁺ LF east of 1[±] LF South of the northwest corner of Lot #10 of Spring View Addition. Thence, due east along the north property line of said Lot #10, 210[±] LF to a proposed manhole located 5[±] LF east of and 5[±] south of the manhole located 7[±] LF north of and 2[±] LF west of the northwest corner of Lot #12 of Log Cabin Park Addition. Thence, easterly along the north property line of said Lot #12, 207[±] LF to a proposed manhole located 15[±] LF west of and 8[±] LF north to the northeast corner of said Lot #12. Thence, northerly 15[±] LF west and parallel to the east property line of Lots #8 thru #11 inclusive terminating at a proposed manhole located 10[±] LF north of and 15[±] east of the northeast corner of Lot #8 of said addition.

Beginning at a proposed manhole located 8^+ LF north of and 15^+ LF west of the northeast corner of Lot #12 of Log Cabin Park Addition. Thence, due south 15^+ LF west of and parallel to the east property line of Lots # 12, 13, & 14, 200^+ LF terminating at a proposed manhole located 42^+ LF south of and 15^+ west of the northeast corner of Lot #14 of said Log Cabin Park Addition

for a total cost of construction of \$10,822.50, of which the property owners will pay the full amount and the City to pay \$424.96 engineering fees, all as more particularly set forth in said Agreement which is on file in the Office of the Board of Public Works and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Eric Moses Jr
Councilman

Councilman

APPROVED AS TO FORM
AND LEGALITY,

Thad B. Le
CITY ATTORNEY

Read the first time in full and on motion by Moses, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197____, at _____ o'clock P.M., E.S.T.

Date: 12-9-75

Charles W. Delamore
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Talarico, and duly adopted, placed on its passage. Passed ~~(lost)~~ by the following vote:

TOTAL VOTES	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT
BURNS	<u>9</u>	<u>0</u>	_____	_____	_____
HINGA	<u>X</u>	_____	_____	_____	_____
HUNTER	<u>X</u>	_____	_____	_____	_____
KRAUS	<u>X</u>	_____	_____	_____	_____
MOSES	<u>X</u>	_____	_____	_____	_____
NUCKOLS	<u>X</u>	_____	_____	_____	_____
SCHMIDT, D.	<u>X</u>	_____	_____	_____	_____
SCHMIDT, V.	<u>X</u>	_____	_____	_____	_____
STIER	<u>X</u>	_____	_____	_____	_____
TALARICO	<u>X</u>	_____	_____	_____	_____

DATE: 12-23-75

Charles W. Delamore
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. 1279-75 on the 23rd day of December, 1975.

ATTEST: (SEAL)

Charles W. Delamore
CITY CLERK

PRESIDING OFFICER

James S. Stier

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 26th day of December, 1975, at the hour of 4:00 o'clock P.M., E.S.T.

Charles W. Delamore
CITY CLERK

Approved and signed by me this 26th day of December, 1975, at the hour of 9:00 o'clock P.M., E.S.T.

John H. Kelly
MAYOR

Bill No. S-75-12-22

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on PUBLIC WORKS to whom was referred an Ordinance
approving an Agreement for the construction of a sanitary sewer in

Log Cabin Park Addition

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance 40 PASS.

Winfield C. Moses, Jr. - Chairman

Samuel J. Tolani

10 of 10

Nichols

Donald J. Schmidt

CONCURRED IN
DATE 12/23/95 CHARLES W. WESTERMAN, CITY CLERK

2 Nov 10
Samuel J. Talarico
William T. Fungar
John Marshall

THIS AGREEMENT, made in triplicate this 20 day of Nov., 1975, by and between PENNE C. BROOKS, KERMIT D. DOLLARHITE, LOIS M. TOMPKINS, JOHN MCLEMORE, ROBERT R. and MARIAN L. MOYER, STANLEY and CHARLENE FURNISS, and GEORGE W. - and Edwonna Manley, MANLEY, hereinafter referred to as "DEVELOPER" and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "CITY",

W I T N E S S E T H:

WHEREAS, the Developer desired to construct a sanitary sewer described as follows:

LATERAL #1

Beginning at an existing sanitary sewer manhole located 9+ LF east of 1+LF south of the northwest corner of Lot #10 of Spring View Addition. Thence, due east along the north property line of said Lot #10, 210+LF to a proposed manhole located 5+LF east of and 5+LF south of the manhole located 7+LF north of and 2+ LF west of the northwest corner of Lot #12 of Log Cabin Park Addition. Thence, easterly along the north property line of said Lot #12, 207+LF to a proposed manhole located 15+LF west of and 8+LF north to the northeast corner of said Lot #12. Thence, northerly 15+LF west and parallel to the east property line of Lots #8 thru #11 inclusive terminating at a proposed manhole located 10+LF north of and 15+ east of the northeast corner of Lot #8 of said addition.

LATERAL #2

Beginning at a proposed manhole located 8+LF north of and 15+LF west of the northeast corner of Lot #12 of Log Cabin Park Addition. Thence, due south 15+LF west of and parallel to the east property line of Lots #12, 13 & 14, 200+LF terminating at a proposed manhole located 42+ LF south of and 15+ west of the northeast corner of Lot #14 of said Log Cabin Park Addition.

said Sanitary Sewer shall be 8 inches and 10 inches in diameter and in accordance with plans, specifications, and profiles heretofore submitted to the City and now on file in the Office of the Chief of the Water Pollution Control Engineering of the City, which plans, specifications, and profiles are by reference incorporated herein and made a part hereof, which sewer will serve not only land in which the Developer has an interest but also adjoining land areas.

WHEREAS, the cost of such construction of said sewer was in fact \$11,247.46 composed of \$10,822.50 for construction costs and \$ 424.96 for engineering services and City inspection fees.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER. The Developer has caused said sewer to be constructed and located in accordance with said plans, specifications, and profiles, all approved by the City, under private contract with requisite City Approval. All work and materials was subject to and was inspected by

City with the right of City to halt construction if there shall have been permanently connected into the sewer system of City with final acceptance by City. Upon completion, said sewer became the property of City and City accepts sewage therefrom, subject to such sewage service charges as are now or may thereafter be regularly established by City, and all further maintenance thereafter shall be borne by City.

2. COST OF CONSTRUCTION. The Developer has paid the entire cost and expense of construction of said sewer, in cash, after having received competitive bids for the work, and holds the City harmless from any liability for claims connected therewith.

3. AREA OF DEVELOPER. Said sewer as accepted by the City initially serves the following described real estate of the Developer.

Lots #8 thru Lot #14 inclusive and the south 75 feet of Block "C" of Log Cabin Park Addition as recorded in Plat Book 15, page 8. And as shown on the attached exhibit "A".

As the Developer has paid for the cost of construction of said sewer as it pertains to the above described area, no charge or assessment is made by this agreement against the above described real estate for the construction of said sewer, or the use thereof, by the present or future owners of said real estate, except only as to such standard tap-in and inspection fees as are customarily charged by the City for connections to City sewer mains.

4. CHARGE AGAINST EXCESS AREA. Said sewer, as constructed, also serves a portion of the following described additional or excess area; now or formerly owned by JULIA SECULOFF as described in Deed Book 398, page 407.

The west 220 feet of the east 530 feet of the north 1748 feet southwest quarter of Section 33, Township 31 north, Range 12 east and as shown on the attached exhibit "A".

In the event any present or future owner of the real estate described above shall at any time within fifteen (15) years of date of this agreement, desire to use said sewer or any extension thereof, whether by direct tap or through the extension or connection of lateral or local lines to service any portion of aforescribed excess area; City, through its duly constituted authorities, before permitting such use, shall require by contract or assessment, as may be appropriate, that such owner or owners of said excess area pay to the City, in addition to the cost of standard tap-in and inspection fees, the sum of .0462478¢ per square foot for the total or complete area noted as excess area on attached exhibit "A"; which represents the pro rata share of the cost of the extension of the City sewer to said excess area.

The amount so collected by the CITY, shall be divided into seven (7) equal shares and paid by the CITY within sixty (60) days of the receipt thereof to DEVELOPER.

It shall be the responsibility of the DEVELOPER to provide the City Utilities with a current mailing address.

After a diligent effort by the City to contact the Developer, any monies received by the City that are not claimed within one (1) year after the receipt thereof shall be transferred to and become a part of, the City Utility General Fund.

6. LIMITATION IN USE. Said sewer is constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer any water run-off caused by natural precipitation or anything other than sanitary sewage or contaminated waste.

7. WAIVER OR RIGHT TO REMONSTRATE AGAINST ANNEXATION. The Developer or any owner or owners of land which is now, or hereafter located outside the corporate limits of the City who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their, or its right to remonstrate against or otherwise subject to, interfere with, or oppose any pending or future annexation by City of such land or of the territory in which it is located or of the area served by said sewer.

8. GOVERNING STATUTE. It is the intention of the parties hereto to utilize and take advantage of and apply to this Agreement the provisions of Section 16, 17, and 18 of Chapter 128 of the Acts of 1967 of the State of Indiana (Burns Indiana Statutes Anno., 1968 supplement, Section 48-3963, 3964, and 3965), the provisions of which Sections shall govern with respect to any matters not specifically outlined herein.

9. COUNCILMANIC APPROVAL. It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly adopted Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

DEVELOPER:

Penne C. Brooks
PENNE C. BROOKS

Kermit D. Dolarhite
KERMIT D. DOLLARHITE

Stanley Furniss
STANLEY FURNISS

Charlene Furniss
CHARLENE FURNISS

George W. Manley
GEORGE W. MANLEY

Robert R. Moyer
ROBERT R. MOYER

Marian L. Moyer
MARIAN L. MOYER

John McLemore
JOHN MCLEMORE

Lois M. Tompkins
LOIS M. TOMPKINS

Edwina Manley
EDWINNA MANLEY

ATTEST:

Eva N. Sivie
CLERK

Approved as to form and legality:

Associate City Attorney

CITY OF FORT WAYNE, INDIANA:

Ivan H. Lebamoff
IVAN LEBAMOFF, MAYOR

BOARD OF PUBLIC WORKS

Jerry D. Boswell
JERRY D. BOSWELL, CHAIRMAN

Carl E. O'Neal
CARL O'NEAL, MEMBER

Betty Lou Nault
BETTY LOU NAULT, MEMBER

STATE OF INDIANA) } SS
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ivan Lebamoff, Mayor, Jerry D. Boswell, Chairman, Carl O'Neal, and Betty Lou Nault, Members of Board of Public Works, who acknowledged the execution of the foregoing agreement for sewer extension, as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal, this 20 day of November, 1975

Anne J. Zor
Notary Public

My Commission Expires:

March 6, 1976

STATE OF INDIANA) } SS
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Penne C. Brooks, Kermit D. Dollarhite, Edwinna Manley, Stanley Furniss, Charlene Furniss, George W. Manley, Robert R. Moyer, Marian L. Moyer, John McLemore, ~~John~~ M. Tompkins, who acknowledged the execution of the foregoing agreement for sewer extension, as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 9th day of November, 1975

Patricia L. Brown
Notary Public

My Commission Expires:

Oct. 23 1978

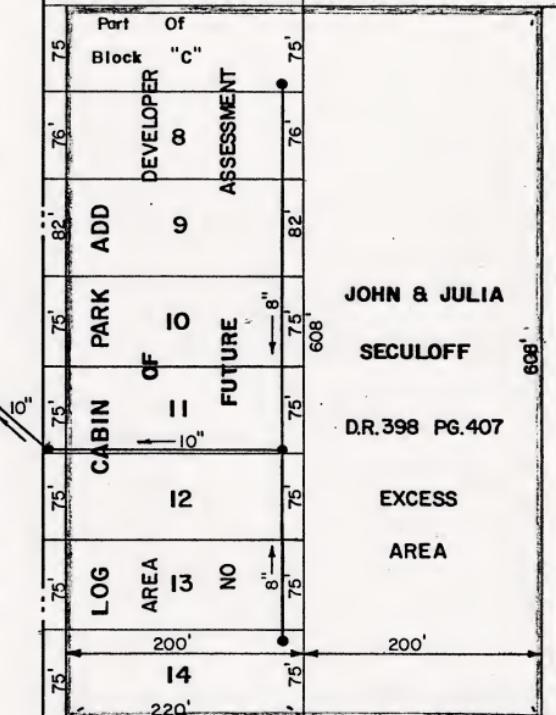
This Instrument prepared by Philip R. Boller, Registered Land Surveyor
No. 9846, State of Indiana.



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DIGEST SHEET

TITLE OF ORDINANCE Special Ordinance

✓
1-75-12-22

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Special Sewer Extension Agreement provides for construction by developer of sanitary sewer to serve Log Cabin Park Addition and certain excess areas.

Full cost of construction to be paid by developer is \$10,822.50. Engineering fees to be paid to City is \$424.96.

EFFECT OF PASSAGE Extension of City sewer services with revenue to Utility for sewage charge.

EFFECT OF NON-PASSAGE Failure to allow for extension of sewer service in outlying areas.

MONEY INVOLVED (Direct Costs, Expenditures, Savings) No cost to City.

ASSIGNED TO COMMITTEE *Public works.*